

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services _____ Briefing
 Agreement with Michael E. _____ Proposed Action
 Purdy Associates, LLC for _____ Consent
 General Contractor as _____ Action
 Construction Manager _____ First Reading
 Consulting Services for the _____ Second Reading
 Service Center Redevelopment _____ Third Reading
 Project in the amount of _____ Public Hearing
 \$83,719

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Dave Davis
 Phone Number 425-257-8913
 FOR AGENDA OF July 6, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3200 Cedar Street		Professional Services Agreement	Public Works

Amount Budgeted	\$83,719	
Expenditure Required	\$83,719	Account Number(s):
Budget Remaining	\$83,719	Public Works – Fund 401
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Due to the scope and complexity of the Service Center Redevelopment Project the City will seek a General Contractor as Construction Manager (GC/CM) project delivery method for the construction. The City is required to attain approval from the State's Capital Projects Advisory Review Board Project Review Committee.

In order to attain approval the City requires the consulting services of Michael E. Purdy Associates, LLC. Following the GC/CM approval process Purdy Associates will also provide consulting services for the GC/CM selection process and support the construction administration.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with Michael E. Purdy Associates, LLC for General Contractor as Construction Manager Consulting Services for the Service Center Redevelopment Project in the amount of \$83,719.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this day of , , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Michael E. Purdy Associates, LLC, whose address is PO Box 46181, Seattle, WA 98146, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to consulting services for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

4. Compensation.

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of eighty three thousand seven hundred nineteen Dollars (\$83,719.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Chris Lark - Facilities Dept
3101 Cedar Street
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Chris Lark - Facilities Dept
3101 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Mike Purdy
PO Box 46181
Seattle, WA 98146

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

[Service Provider's Complete Legal Name]

By: _____

Typed/Printed Name: _____

Its: _____

Date: _____

**Partnership
(general)**

[Service Provider's Complete Legal Name]
a Washington general partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

**Partnership
(limited)**

[Service Provider's Complete Legal Name]
a Washington limited partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

**Sole
Proprietorship**

Typed/Printed Name:

Sole Proprietor:

Date: _____

**Limited
Liability
Company**

[Service Provider's Complete Legal Name]
a Washington limited liability company

By: _____

Typed/Printed Name: _____

Managing Member

Date: _____

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

PROJECT PROGRAM

The purpose of this contract is to provide consulting services to help the City with managing the procurement, contracting and contract administration for the City of Everett's Public Works Building Replacement Project.

TASK 1: GC/CM TRAINING

Provide all day training on GC/CM contracting in the State of Washington for City of Everett staff, the Architect and other key members of the project team. Includes preparation and travel time from Seattle.

TASK 2: PROJECT REVIEW COMMITTEE APPROVAL

Meet with the City to develop the strategy for applying to the Project Review Committee to use GC/CM, including the structure of the project team. Collect key information from the City, edit sections of the application drafted by the City and help finalize the application to the PRC for the City's review. Assist the City in developing responses to the PRC questions before the PRC interview. Assist the City in developing a powerpoint presentation to the PRC. Coach the City during a dry run of the PRC presentation. Attend and participate in the PRC interview. Includes travel time from Seattle.

TASK 3: DOCUMENT PREPARATION AND EDITING

Assist in the development, drafting, editing and review of various procurement and contracting documents, including but not limited to the following:

1. Advertisement for GC/CM services.
2. Request for proposals for GC/CM services.
3. Request for final proposals for GC/CM services.
4. Final proposal form for GC/CM prices.
5. Preconstruction services contract.
6. GC/CM construction contract.
7. General conditions.
8. Division 01 specifications (to be provided by City or Architect).
9. Summary matrix of cost allocation.
10. Other documents related to the procurement and contracting for GC/CM services.

As part of the development of the documents:

1. Provide advice, support and leadership in the development and execution of GC/CM selection processes including the development of evaluation criteria.
2. Work with the City to identify policy issues requiring decisions for project and communicate with key individuals either in writing or in person.
3. Provide strategic advice and recommendations regarding procurement and contracting approaches, best practices, risk management and compliance with laws and regulations related GC/CM contracting. Assist in implementing solutions.
4. Assist in the decision making process for determining what GC/CM services should be covered by specified general conditions, percent fee, negotiated support services, risk contingency and preconstruction services.

Includes travel time from Seattle for necessary meeting.

TASK 4: EVALUATION COMMITTEE ORIENTATION MEETING

Provide guidance and direction on the GC/CM selection process including advice and training for selection committee members on GC/CM, selection process and schedule, evaluation criteria, reviewing proposals, final proposals and conducting the interview process. Prepare confidentiality statement for evaluation committee members to sign. Includes travel time from Seattle.

TASK 5: PRE-PROPOSAL MEETING AND ADDENDA

Attend GC/CM pre-proposal meeting and advise City on appropriate protocols. Assist in review and preparation of addenda. Includes travel time from Seattle.

TASK 6: REVIEW PROPOSALS SUBMITTED

Review proposals received from contractors, attend and help facilitate as necessary the consensus meeting of the evaluation committee and serve as a non-voting advisory member of the selection committee. Prepare spreadsheets for collecting scores by criteria, by evaluator, by proposer. Includes travel time from Seattle.

TASK 7: INTERVIEWS OF SHORTLISTED CONTRACTORS

Help draft interview questions, develop strategy, attend interviews, attend and help facilitate as necessary the consensus meeting of the evaluation committee after the interviews, serve as a non-voting advisory member of the selection committee. Includes travel time from Seattle.

TASK 8: PRE-PRICING PROPOSAL MEETING

Attend and facilitate meeting of finalist contractors to submit prices. This meeting is designed to obtain feedback, concerns and suggestions from contractors on the clarity and risk allocation of the Request for Final Proposals documents (contract, General Conditions, Division 01, etc). Assist in preparation of any necessary addenda to the Request for Final Proposals. Includes travel time from Seattle.

TASK 9: FINAL PROPOSALS

Provide advice on appropriate protocols for receipt and scoring of proposals/bids. Be present at submission time. Help in managing the process. Provide spreadsheet for calculating points for pricing element of selection process. Provide City with script for bid receipt of GC/CM prices. Includes travel time from Seattle.

TASK 10: PRECONSTRUCTION NEGOTIATION

Provide strategic advice, support and analysis of data related to Preconstruction negotiations with the contractor. Meet with the contractor and City as part of negotiations. Includes travel time from Seattle.

TASK 11: MACC NEGOTIATION

Provide strategic advice, support and analysis of data related to MACC negotiations with the contractor, including review of proposed Negotiated Support Services costs. Meet with the contractor and City as part of negotiations. Includes travel time from Seattle.

TASK 12: CONTRACT ADMINISTRATION

Provide on-call consulting advice on issues related to GC/CM contract administration during the term of the preconstruction services and GC/CM construction contracts, which may include but are not limited to the following:

1. Pre-bid eligibility for subcontractors.
2. Bidder responsibility criteria.
3. Early subcontract bidding including potential early selection of Electrical and/or Mechanical subcontractors.
4. Review of proposed subcontract bid packages prepared by GC/CM.
5. Bonding issues.
6. Prevailing wage issues.
7. Review of Schedule of Values for consistency with contract and GC/CM cost categories.
8. Discussion and review of change orders.
9. Advice regarding appropriateness of using specific GC/CM cost categories for various expenses.

EXHIBIT B COMPENSATION

ALTERNATE – A (HOURLY RATE UP TO A MAXIMUM AMOUNT)

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

NAME	RESPONSIBILITY	RATE
Mike Purdy	Principal	\$225.00 per hour

ESTIMATED HOURS/COST PER TASK

Task 1: GC/CM Training	12 Hours	\$225.00/HR	\$2,700.00
Task 2: Project Review Committee Approval	50 Hours	\$225.00/HR	\$11,250.00
Task 3: Document Preparation and Editing	80 Hours	\$225.00/HR	\$18,000.00
Task 4: Evaluation committee Orientation Mtg	4 Hours	\$225.00/HR	\$900.00
Task 5: Pre-Proposal Meeting and Addenda	12 Hours	\$225.00/HR	\$2,700.00
Task 6: Review Proposals Submitted	24 Hours	\$225.00/HR	\$5,400.00
Task 7: Interviews of Shortlisted Contractors	24 Hours	\$225.00/HR	\$5,400.00
Task 8: Pre-Pricing Proposal Meeting	12 Hours	\$225.00/HR	\$2,700.00
Task 9: Final Proposals	10 Hours	\$225.00/HR	\$2,250.00
Task 10: Preconstruction Negotiation	16 Hours	\$225.00/HR	\$3,600.00
Task 11: MACC Negotiation	20 Hours	\$225.00/HR	\$4,500.00
Task 12: Contract Administration	50 Hours	\$225.00/HR	\$11,250.00
SUBTOTAL			\$70,650.00

NOTES:

- While this proposal includes estimated hours per task, Mike Purdy will only bill for actual hours spent on the project, at his standard fully loaded rate of \$225.00 per hour (exclusive of actual travel costs) and will work as efficiently as possible. Mike will round up or down to 15 minute increments.
- Mike Purdy's monthly invoices will include detailed information on what work he performed on a daily basis and the number of hours on each day. Invoice detail will be by work performed but not categorized by task number.
- The contract will be managed at a total contract amount basis and not by amounts per task. This will enable flexibility on tasks that take more time versus those that take less time.
- Estimates of hours are based on and dependent on a number of factors including the following:
 - History of work on previous projects has shaped this proposal of estimated hours.
 - How quickly the City makes decisions.
 - How many changes are necessary to documents or processes based on City input.
 - What contractors propose, what questions they ask and what contractor is eventually selected.

GC/CM CONTINGENCY FEE (IF REQUIRED)

Additional service that may be needed based upon any issues that surface during the GC/CM process as approved only in writing and signed by an authorized City representative.

TOTAL GC/CM CONTINENCY FEE	\$10,000.00
TOTAL ESTIMATED FEE	\$80,650.00

EXHIBIT C
REIMBURSABLE EXPENSES

TRAVEL AND REIMBURSABLE EXPENSES:

For meetings occurring when Mike Purdy is in Seattle, round trip mileage from Seattle (9400 5th Ave SW) to City of Everett (3200 Cedar Str.) for approximately 7 meetings. 71.2 miles round trip times IRS mileage reimbursement rate of .54 cents per mile = \$38.44 per trip, 7 trips = **\$269.08**

For meetings occurring when Mike Purdy is living in Juneau, Alaska: Round trip airfare from Juneau to Seattle for approximately 7 meetings at \$400.00 per trip. Service Provider anticipates being in Seattle for most of the fall of 2016. = **\$2,800.00**

TOTAL ESTIMATED REIMBURSABLE EXPENSES: \$3,069.00